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**U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
REGIONAL MISSION FOR THE CENTRAL ASIAN REPUBLICS
KAZAKHSTAN, KYRGYZSTAN, TAJIKISTAN, TURKMENISTAN, & UZBEKISTAN**

Director's Office, Acquisition & Assistance Section

Civic Advocacy Support Program for Uzbekistan



Date issued: June 17, 2002

Closing Date: July 17, 2002

Closing Time: 10:00 AM (Almaty Time)

**Subject: Request for Applications (RFA) Number 122-02-007
USAID/CAR Civic Advocacy Support Program for Uzbekistan**

The United States Agency for International Development (USAID) is seeking applications for an Assistance Agreement from an organization/ consortium for funding a program for USAID/CAR Civic Advocacy Support Program for Uzbekistan. The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended.

The Recipient will be responsible for ensuring achievement of the program objective to Agreement Officer, Mr. John Griffin. Please refer to the Program Description for a complete statement of goals and expected results.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the grant.

Subject to the availability of funds, USAID intends to provide approximately \$900,000.00 in total USAID funding to be allocated over the 2 year period. USAID reserves the right to fund any or none of the applications submitted.

For the purposes of this program, this RFA is being issued and consists of this cover letter and the following:

1. Section A - Grant Application Format;

2. Section B - Selection Criteria;
3. Section C – Program Description;
4. Section D - Certifications, Assurances, and Other Statements of Applicant/Grantee;

For the purposes of this RFA, the term "Grant" is synonymous with "Cooperative Agreement"; "Grantee" is synonymous with "Recipient"; and "Grant Officer" is synonymous with "Agreement Officer".

If you decide to submit an application, it should be received by the closing date and time indicated at the top of this cover letter at the place designated below for receipt of applications. Applications and modifications thereof shall be submitted with the name and address of the applicant and RFA # (referenced above) inscribed thereon, to:

Internet email:

AlmatyCO@usaid.gov

Facsimile:

1 (413) 771-5698 (US-based but worldwide access)
+7 (3272) 50-76-35 or 36

U.S. based mailing address:

7030 Almaty Place, DOS
Washington, DC 2051-7030

Street/delivery address:

Park Palace Building
41 Kazibek Bi Street
Almaty, 480100
Republic of Kazakhstan

Applications should be addressed to the Agreement Officer, John Griffin.

Applicants are requested to submit both technical and cost portions of their applications in separate volumes. Award will be made to that responsible applicant(s) whose application(s) offers the greatest value.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. Further, the Government reserves the right to reject any or all applications received. In addition, final award of any resultant grant(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. Applications are submitted at the risk of the applicant; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

The preferred method of distribution of USAID procurement information is via the Internet. This RFA and any future amendments can be downloaded from the Agency Web Site. The World Wide Web Address is <http://www.usaid.gov>. Select Business and Procurement from the home page, then "USAID Procurements". On the following screen, select "Download Available USAID Solicitations". Receipt of this RFA through INTERNET must be confirmed by written notification to the contact person noted below. It is the responsibility of the recipient of the application document to ensure that it has been received from INTERNET in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

In the event of an inconsistency between the documents comprising this RFA, it shall be resolved by the following descending order of precedence:

- (a) Section II - Selection Criteria;
- (b) Section I - Grant Application Format;
- (c) the Program Description;
- (d) This Cover Letter.

Any questions concerning this RFA should be submitted in writing to the Agreement Officer, at internet email "AlmatyCO@usaid.gov", or via facsimile at 1 (413) 771-5698. If there are problems in downloading the RFA off the INTERNET, please contact the USAID INTERNET Coordinator on (202) 712-4442. Applicants should retain for their records one copy of all enclosures that accompany their application.

Sincerely,
John Griffin
Agreement Officer
USAID/CAR Regional Mission

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SECTION A - GRANT APPLICATION FORMAT

PREPARATION GUIDELINES

All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section II addresses the technical evaluation procedures for the applications. Applications which are submitted late or are incomplete run the risk of not being considered in the review process.

Applications shall be submitted in two separate parts: (a) technical and (b) cost or business application. Technical portions of applications should be submitted in an original and and cost portions of applications in an original and .

The application should be prepared according to the structural format set forth below. Applications must be submitted no later than the date and time indicated on the cover page of this RFA, to the location indicated on page 3 of the cover letter accompanying this RFA.

Technical applications should be specific, complete and presented concisely. The applications should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section II.

Applicants should retain for their records one copy of the application and all enclosures which accompany their application. Erasures or other changes must be initialed by the person signing the application. To facilitate the competitive review of the applications, USAID will consider only applications conforming to the format prescribed below.

COST APPLICATION FORMAT

The Cost or Business Application is to be submitted under separate cover from the technical application. Certain documents are required to be submitted by an applicant in order for an Grant Officer to make a determination of responsibility. However, it is USAID policy not to burden applicants with undue reporting requirements if that information is readily available through other sources.

The following sections describe the documentation that applicants for Assistance award must submit to USAID prior to award. While there is no page limit for this portion, applicants are encouraged to be as concise as possible, but still provide the necessary detail to address the following:

A. A copy of the program description that was detailed in the applicants program description, on a 3-1/2" diskette, formatted in Word97.

B. Include a budget with an accompanying budget narrative which provides in detail the total costs for implementation of the program your organization is proposing. The budget should but submitted using Standard Form 424 and 424A which can be downloaded from the USAID web site, http://www.usaid.gov/procurement_bus_opp/procurement/forms/sf424/;

- the breakdown of all costs associated with the program according to costs of, if applicable, headquarters, regional and/or country offices;

- the breakdown of all costs according to each partner organization involved in the program;

- the costs associated with external, expatriate technical assistance and those associated with local in-country technical assistance;

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- the breakdown of the financial and in-kind contributions of all organizations involved in implementing this Cooperative Agreement;

- potential contributions of non-USAID or private commercial donors to this Cooperative Agreement;

- your procurement plan for commodities (note that contraceptives and other health commodities will not be provided under this Cooperative Agreement).

C. A current Negotiated Indirect Cost Rate Agreement;

D. Required certifications and representations (as attached):

E. Cost share has been recommended to be 25% of the total estimated amount. If the applicant proposes a cost share of less than 25%, it will be deemed as not responsive, and will be removed from further consideration. Applicants that provide higher amounts of cost share will be evaluated more favorably.

F. Applicants who do not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant agency shall also submit the following information:

1. copies of the applicant's financial reports for the previous 3-year period, which have been audited by a certified public accountant or other auditor satisfactory to USAID;

2. projected budget, cash flow and organizational chart;

3. A copy of the organization's accounting manual.

G. Applicants should submit any additional evidence of responsibility deemed necessary for the Grant Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:

1. Has adequate financial resources or the ability to obtain such resources as required during the performance of the award.

2. Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the applicant, nongovernmental and governmental.

3. Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance.

4. Has a satisfactory record of integrity and business ethics; and

5. Is otherwise qualified and eligible to receive a grant under applicable laws and regulations (e.g., EEO).

H. Applicants that have never received a grant, cooperative agreement or contract from the U.S. Government are required to submit a copy of their accounting manual. If a copy has already been submitted to the U.S. Government, the applicant should advise which Federal Office has a copy.

In addition to the aforementioned guidelines, the applicant is requested to take note of the following:

I. Unnecessarily Elaborate Applications - Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the applicant's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

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J. Acknowledgement of Amendments to the RFA - Applicants shall acknowledge receipt of any amendment to this RFA by signing and returning the amendment. The Government must receive the acknowledgement by the time specified for receipt of applications.

K. Receipt of Applications - Applications must be received at the place designated and by the date and time specified in the cover letter of this RFA.

L. Submission of Applications:

1. Applications and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the Cover Letter of this RFA, and (2) showing the time specified for receipt, the RFA number, and the name and address of the applicant.

2. Telegraphic applications will not be considered; however, applications may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of applications.

M. Preparation of Applications:

1. Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the applicant's risk.

2. Each applicant shall furnish the information required by this RFA. The applicant shall sign the application and print or type its name on the Cover Page of the technical and cost applications. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

3. Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes, should:

(a) Mark the title page with the following legend:

"This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this application. If, however, a grant is awarded to this applicant as a result of - or in connection with - the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets ; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

N. Explanation to Prospective Applicants - Any prospective applicant desiring an explanation or interpretation of this RFA must request it in writing within three weeks of receipt of the application to allow a reply to reach all prospective applicants before the submission of their applications. Oral explanations or instructions given before award of a Grant will not be binding. Any information given to a prospective applicant concerning this RFA will be furnished promptly to all other prospective applicants as an amendment of this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants.

O. Grant Award:

1. The Government may award one or more Grants resulting from this RFA to the responsible applicant(s) whose application(s) conforming to this RFA offers the greatest value (see also Section II of this RFA). The Government may (a) reject any or all applications, (b) accept other than the lowest cost application, (c) accept more than one application (see

Section III, Selection Criteria), (d) accept alternate applications, and (e) waive informalities and minor irregularities in applications received.

2. The Government may award one or more Grant(s) on the basis of initial applications received, without discussions. Therefore, each initial application should contain the applicant's best terms from a cost and technical standpoint.

3. A written award mailed or otherwise furnished to the successful applicant(s) within the time for acceptance specified either in the application(s) or in this RFA (whichever is later) shall result in a binding Grant without further action by either party. Before the application's specified expiration time, the Government may accept an application, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an application do not constitute a rejection or counteroffer by the Government.

4. Neither financial data submitted with an application nor representations concerning facilities or financing, will form a part of the resulting Grant(s).

P. Authority to Obligate the Government - The Grant Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed Grant may be incurred before receipt of either a fully executed Grant or a specific, written authorization from the Grant Officer.

SECTION B - SELECTION CRITERIA

The criteria presented below have been tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which applicants should address in their applications and (b) set the standard against which all applications will be evaluated. To facilitate the review of applications, applicants should organize the narrative sections of their applications in the same order as the selection criteria.

The technical applications will be evaluated in accordance with the Technical Evaluation Criteria set forth below. Thereafter, the cost application of all applicants submitting a technically acceptable application will be opened and costs will be evaluated for general reasonableness, allowability, and allocability. To the extent that they are necessary (if award is made based on initial applications), negotiations will then be conducted with all applicants whose application, after discussion and negotiation, has a reasonable chance of being selected for award. Awards will be made to responsible applicants whose applications offer the greatest value, cost and other factors considered.

Awards will be made based on the ranking of proposals according to the technical selection criteria identified below.

EVALUATION CRITERIA

Applications will be evaluated based on the following criteria:

The maximum possible combined - Technical & Cost - score is 120 points.

Technical (100 points maximum)

- | | |
|--|------------------|
| 1. Organizational Experience and Past Performance | 40 points |
| A) Demonstrated strong track record in civic advocacy programming | 25 points |
| B) Previous experience in Central Asia | 10 points |
| C) Previous experience in Uzbekistan | 5 points |
| 2. Qualification of Proposed Chief of Party and expatriate advisor | 30 points |
| A) Experience in civic advocacy | 10 points |
| B) Relevant educational background | 5 points |
| C) Russian/Uzbek language skills | 5 points |
| D) Relevant experience in Uzbekistan and Central Asia | 5 points |
| D) Relevant overseas experience | 5 points |
| 3. Quality and appropriateness of the overall strategy | 30 points |
| A) Assessment framework | 10 points |
| B) Technical assistance and training component | 10 points |
| C) Appropriateness of quantifiable targets | 10 points |

Cost (20 points maximum)

- | | |
|---|-----------|
| A) Cost-efficiency, e.g. cost reasonableness and strategy for the allocation of resources | 10 points |
| B) Amount of cost sharing or matching funds | 5 points |
| C) Overall proposed cost | 5 points |

SECTION C - PROGRAM DESCRIPTION

PROGRAM DESCRIPTION

USAID/CAR CIVIC ADVOCACY SUPPORT PROGRAM FOR UZBEKISTAN

I. PREAMBLE

Over the past several months, USAID/Central Asia Republics (USAID/CAR) has witnessed what appears to be a greater openness on the part of Uzbekistan authorities to citizen input in decision-making processes. Coupled with the success of USAID/CAR efforts to promote civic advocacy at the local level, the Mission is cautiously optimistic that these developments warrant the initiation of a civic advocacy support program at the national level in Uzbekistan.

USAID/CAR is requesting applications for new civic advocacy support activities at the national level in Uzbekistan. Since civic advocacy at the national level is new territory for USAID/CAR assistance, as well as for most non-governmental, non-commercial organizations (NNOs) in Uzbekistan, recipients are invited to design both an assessment of opportunities for civic advocacy at the national level and an assistance program that supports such civic advocacy. One winner will be chosen to implement both the assessment and assistance program. Funding will be provided first for the assessment. Based on the results of the assessment and the submission of a detailed annual workplan, incremental funding may be provided for the assistance program by the end of the Fiscal Year 2002. USAID anticipates one approximately two-year award (cooperative agreement) resulting from this RFA.

II. BACKGROUND

Uzbekistan is the most populous of the Central Asian republics and is situated in the geographic heart of the region, bordered by the four other Central Asian countries, as well as Afghanistan. After September 11, Uzbekistan suddenly found itself on the frontline of the war against terror with increased strategic importance to the stability of Central Asia. With its central location, fast growing population, a variety of natural resources, and a potential for a diversified economy, an open, prosperous Uzbekistan is central to economic growth in the region. However, its leadership remains entrenched in a closed and stagnant political and economic system. Part of the USAID strategy in Uzbekistan, thus, is to help build constituencies for political, economic and social change.

The unwillingness of the Government of Uzbekistan (GOU) to introduce market-oriented reforms in the financial sector continues to constrain economic development. The GDP per capita income is \$488, with 10% official unemployment and rising inflation. According to some estimates, one-third of annual profits from small private enterprises is channeled as protection and bribes. Citizens remain poorly informed, and their participation in economic and political life is restricted, particularly at the national level. Political opposition is not tolerated, and interference with the independent media persists. Despite public statements from the highest level of the GOU promising legal and judicial reform and protection of the independent media, there is little tangible achievement. Nevertheless, progress does continue in building a vocal and effective NGO community, particularly at local levels.

Significant judicial reforms were instituted in 2001, stemming from USAID assistance to Uzbekistan's judges' association. Reforms included the adoption of a new law on the Procuracy and the issuance of a decree by the Cabinet of Ministers removed two of the largest obstacles to judicial independence, namely the prosecutorial right to suspend judicial judgements and the authority of the Ministry of Justice to appoint and remove judges.

Over the past several years, the GOU has become more open to including NGOs in policy dialogue discussions. Three or four years ago, the GOU treated NGOs with suspicion and saw them as 'anti-governmental' rather than grappling with the nuances and importance of 'non-governmental' organizations as part of civil society. In March 1999, the Oliy Majlis, the parliament of Uzbekistan, passed a law on Non-Government, Non-Commercial Organizations, commonly referred to as

the NNO law. This significantly eased the registration process for civic groups and raised their visibility level in Uzbekistan. Thick layers of bureaucracy hamper the NNO registration process, but in general most groups are eventually registered.

The vast majority of NNOs in Uzbekistan are vehicles for social service provision. Very few maintain agile advocacy skills; however, an increasing number of NNOs lobby local authorities on key issues. Local administrations are in turn more cooperative and open to suggestions from local organizations. In a few instances, city authorities requested civic groups to carry out assessment on certain social condition in the region, realizing that NNOs are often better equipped with assessment tools than government authorities.

USAID supports advocacy, sustainability and mobilization efforts for civil society groups in Uzbekistan through a wide range of projects. Counterpart Consortium, for instance, works with community groups and NNOs through its network of seven civil society support centers in the country. The centers provide training to NNOs to improve their advocacy skills and financial sustainability. The American Bar Association/ Central and East European Law Initiative (ABA/CEELI) works with a wide range of legal advocacy groups including a student bar association, an association of judges and an Association of Advocates to improve advocacy on legal reform issues and judicial independence. The International Center for Not-for-Profit Law (ICNL) carries out a program promoting NNO dialogue with government institutions regarding the development and implementation of NNO legislation. Through the ICNL program, civic groups are provided an opportunity to participate in advocacy at the national level. This opening represents a window of opportunity for a civic advocacy activity.

III. OBJECTIVE

Work performed under this award will contribute to the achievement of Strategic Objective 2.1, Strengthened Democratic Culture Among Citizens and Targeted Institutions, as outlined in the USAID Assistance Strategy for Central Asia 2001-2005.¹ The primary objective of this Agreement is to strengthen democratic culture in Uzbekistan by assisting non-governmental, non-commercial organizations in their efforts to carry out civic advocacy campaigns at the national level. Secondly, this activity will serve to engage citizens in the democratic process by involving them in such campaigns.

IV. PROGRAM OVERVIEW

USAID/CAR envisions an activity consisting of two main parts: (1) an assessment to determine opportunities for civic advocacy at the national level, including the identification of potential non-governmental, non-commercial organization (NNO) partner(s) and campaign issues, and (2) the development of national advocacy campaigns, including the provision of technical assistance, training, and financial support to NNO partner(s) in order to assist them with implementing such advocacy campaigns.

Though the advocacy efforts should be focused at the national level, namely ministries, parliament, and/or other government entities, NNO partners need not be restricted to those based in Tashkent. For instance, the recipient could partner with an NNO or network of NNOs to conduct an advocacy campaign on issues specifically related to a particular region but that would be conducted at the national level.

USAID/CAR expects 1-2 expatriates to work under this program. In combination, the one or two expatriates proposed must demonstrate considerable experience in civic advocacy and knowledge of the Central Asia region. No later than 30 days prior to the expiration date of the Cooperative Agreement, USAID/CAR will determine the feasibility and usefulness of continued civic advocacy beyond the end date of the Cooperative Agreement. At that point, determination will be made regarding extension of the Cooperative Agreement and any other changes within the scope of the program.

¹ USAID/CAR's strategic plan can be found at www.usaid.gov/regions/europe_eurasia/car/index.html.

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The recipient will be asked to design a civic advocacy program suited to the intricacies of the environment in Uzbekistan. The design will incorporate at least the following components in the two main parts of the activity. The components are listed below.

Assessment:

USAID/CAR envisions a maximum two-week feasibility/ design assessment, beginning at the latest in mid-August 2002, which will allow the recipient to identify specific potential partners and to develop a detailed annual workplan. Based on the results of the assessment and upon the submission of an annual workplan, USAID/CAR will fund the remainder of the cooperative agreement for twenty-four months.

The assessment should address at least the following questions:

- Who are the potential NNO partners?
 - Which NNOs are presently involved in civic advocacy at the national level and what kinds of issues do they advocate?
 - Which NNOs have the potential to take the next step from advocacy at the local level to the national level?
 - With which NNOs does the recipient expect to partner?
- What are the potential partners' needs?
 - What types of activities are the potential partners engaged in currently?
 - What is their organizational structure?
 - What training, technical assistance and financial needs are required for potential partner(s) to reach the point where they can develop advocacy campaigns at the national level?
- What other resources and assets could be drawn upon?
- To what extent is the local media interested in reporting on advocacy campaigns?
- Who are possible government counterparts?
- What type of collaboration is envisioned with other international organizations?
- What is the potential for success?
 - What is the current environment for NNOs vis-à-vis the government?
 - What constraints in the NNO-operating environment exist that may hinder activity implementation?
 - What are potential strategies to deal with these constraints?
 - Realistically, what can be achieved after one year, after two?

Assistance Program:

USAID/CAR envisions at least the following three aspects to the assistance program:

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- General training on advanced advocacy techniques open to all interested NNOs. This aspect will be particularly important at the early stages of the activity because it will help identify/confirm specific partners. It will allow the recipient to gauge the seriousness of interest on the part of potential partners identified during the assessment, identify new partners that may have been overlooked during the assessment, and make any adjustments as necessary. These training activities could take the form of seminars, workshops, conferences, and/or round tables. To maximize the reach of the project, without losing focus on the main partner(s), and to explore the addition of new partners, subsequent general trainings open to various NNOs could be conducted occasionally (at least twice a year) during the course of the term of the Cooperative Agreement.
- Targeted technical assistance and training for the NNO partner(s). Given the limited exposure that NNOs presently have to advocacy at the national level in Uzbekistan, considerable training and hands-on technical assistance will be necessary. Training activities and consultations will need to be tailored for each partner and to the specific topics of the selected advocacy campaigns. In addition, the recipient will be expected to provide organizational development training to the main NNO partner(s) to ensure that they not only are capable of conducting advocacy campaigns but also develop into strong NNOs that will be able to continue operations beyond the life of this Cooperative Agreement. In this regard the recipient is encouraged to partner with existing NNO support projects to meet specific developmental needs of the partner(s). Training activities could take the form of “on-the job” training, seminars, workshops, or third-country trainings. The recipient is also encouraged to develop a small cadre of trained individual members of the partner NNOs, who could train new members as needed.
- Development of advocacy campaigns. The recipient will work closely with the NNO partner(s) to identify specific, issue-based topics for advocacy campaigns that have grassroots and broad-based appeal among the public. The campaigns will involve not only the NNO leadership and membership but also volunteers and the general public. Involvement of the public is key and could take the form of providing information, collecting petition signatures, holding town hall type meetings, or a variety of other forms. The recipient will assist the partner(s) throughout the entire process, facilitating with the organization and implementation of the campaigns and the actual one-on-one advocacy with government officials in parliament, the Ministries, or other national bodies. Funding for the campaigns could be provided either via sub-grants or by paying costs directly. Campaigns could focus around a number of issues, such as consumer rights, environmental issues, student needs, condominium reform, education reform, children’s rights, agrarian reform, or other issues. Two issue-areas where USAID/CAR is already heavily involved in Uzbekistan and would not want to focus on under this Cooperative Agreement are gender issues and human rights. Likewise, USAID/CAR is not interested in supporting advocacy work with political parties or political movements in Uzbekistan under this Cooperative Agreement.

Special emphasis should be placed on affecting young Uzbekistan citizens, who hold the key to their country’s democratic future.

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The recipient will be expected to coordinate activities with other USAID democracy assistance providers, as well as with the activities of relevant non-USAID-sponsored international organizations.

V. EXPECTED RESULTS

Work performed under this award will contribute to the achievement of Strategic Objective 2.1, Strengthened Democratic Culture Among Citizens and Target Institutions, as outlined in the USAID/CAR Assistance Strategy for Central Asia 2001-2005. This objective reflects USAID's emphasis on building an active constituency for democracy. This activity will also serve to further the following intermediate and lower-level results:

IR 2.1.1 Stronger and more sustainable civic organizations

LLR 2.1.1.1 Improved advocacy skills

LLR 2.1.1.2 Increased institutional and financial viability of NGOs

LLR 2.1.1.3 Improved ability to find and represent constituency

LLR 2.1.1.4 Community-based civic action programs expanded/ initiated

The activity should also indirectly contribute toward the following intermediate and lower-level results:

IR 2.1.3 Enhanced opportunities for citizen participation in governance

LLR 2.1.3.2 Improved openness of public institutions to NGO and citizen involvement in the policy process

LLR 2.1.3.4 Increased transparency of government in target sector

As part of the proposal, the applicants should develop tangible results-oriented indicators that measure progress toward the SO 2.1 and the Intermediate and Lower Level Results noted above. In addition, USAID expects the following benchmarks to be met:

- Relationship with partner NNOs established within the first three months
- First trainings held within the first two months of implementation
- First campaign to start within the first five months
- At least three campaigns held in year one
- At least four campaigns held in year two

VI. PARAMETERS FOR PROPOSALS

Recognizing that various approaches may have merit, this RFA seeks an implementing partner that, on the basis of its experience, can propose cost-effective ways of strengthening democratic culture through civic advocacy campaigns at the national level.

In sum, while exercising full creativity and innovation in program design, applicants are asked to address the following fundamental issues in their proposals:

- 1) describe, in quantitative terms, the expected impact of the proposed program and relate this expected impact to the way the program will be structured;

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- 2) describe how client feedback is obtained and used including the methodology used for performance measurement and how the collection and analysis of relevant and reliable data are used for more effective management and better provision of services to customers;
- 3) clearly define how the organization will maximize the cost effectiveness and efficiency of the program, including but not limited to programs of conferences, workshops, seminars, and round tables and efficient planning and scheduling of technical assistance and other inputs; and,
- 4) describe how the program will actively identify partners for training and for advocacy campaigns.

Following a maximum two-week assessment, the proposed life of the assistance program is twenty-four months, to begin on or about October 1, 2002. Towards the end date of the Cooperative Agreements, USAID/CAR will determine the feasibility and usefulness of extending the agreement period. Within a general twenty-four-month and two-week budgetary envelope of between \$800,000 to \$900,000, applicants are requested to present a budget that is results-based, includes costs covered by other entities (cost-sharing arrangements or matching funds), and links costs to projected impact. The cost of the two-week assessment (up to a maximum of \$50,000) must be included within the total budget of between \$800,000 and \$900,000. Cost sharing is required. USAID may reject all applications if they are not deemed sufficiently responsive or may determine after the assessment is completed that the activity is not feasible and terminate the agreement.

SECTION D

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT

CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF RECIPIENT [1][2]

PART I - CERTIFICATIONS AND ASSURANCES

1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

(a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(a) Instructions for Certification

(1) By signing and/or submitting this application or grant, the recipient is providing the certification set out below.

(2) The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

(3) For recipients other than individuals, Alternate I applies.

(4) For recipients who are individuals, Alternate II applies.

(b) Certification Regarding Drug-Free Workplace Requirements

Alternate I

(1) The recipient certifies that it will provide a drug-free workplace by:

(A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the applicant's/grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(B) Establishing a drug-free awareness program to inform employees about--

1. The dangers of drug abuse in the workplace;
2. The recipient's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (b)(1)(A);

(D) Notifying the employee in the statement required by paragraph (b)(1)(A) that, as a condition of employment under the grant, the employee will--

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(E) Notifying the agency within ten days after receiving notice under subparagraph (b)(1)(D)1. from an employee or otherwise receiving actual notice of such conviction;

(F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (b)(1)(D)2., with respect to any employee who is so convicted--

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(G) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (b)(1)(A), (b)(1)(B), (b)(1)(C), (b)(1)(D), (b)(1)(E) and (b)(1)(F).

(2) The recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Alternate II

The recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS [3]

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. [4] You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," [5] provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, the it and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification;

(D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuala (ADS 206)

USAID reserves the right to terminate this [Agreement/Contract], to demand a refund or take other appropriate measures if the [Grantee/ Contractor] is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certification are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to, or take or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

6. CERTIFICATION OF RECIPIENT

The recipient certifies that it has reviewed and is familiar with the proposed grant format and the regulations applicable thereto, and that it agrees to comply with all such regulations, except as noted below (use a continuation page as necessary):

122-02-007

Solicitation No. _____

Application/Proposal No. _____

Date of Application/Proposal _____

Name of Recipient _____

Typed Name and Title _____

Signature _____ Date _____

[1] FORMATS: Rev. 06/16/97 (ADS 303.6, E303.5.6a) [2] When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". [3] The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. [4] See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. [5] For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

PART II - OTHER STATEMENTS OF RECIPIENT**1. AUTHORIZED INDIVIDUALS**

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile No.

2. TAXPAYER IDENTIFICATION NUMBER (TIN)

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

TIN: _____

3. CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the the number that identifies the recipient's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:

- (1) Recipient's name.
- (2) Recipient's address.
- (3) Recipient's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the recipient.
- (8) Company affiliation.

(c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. PROCUREMENT INFORMATION

(a) **Applicability.** This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.

(b) **Amount of Procurement.** Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

\$ _____

(c) **Nonexpendable Property.** If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION(Generic)	QUANTITY	ESTIMATED UNIT COST
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(d) **Source, Origin, and Componentry of Goods.** If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% componentry which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/DESCRIPTION PROBABLE	QUANTITY	ESTIMATED	GOODS	PROBABLE	GOODS
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(Generic)	UNIT COST	COMPONENTS	SOURCE	COMPONENTS
ORIGIN				

(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION	QUANTITY	ESTIMATED	PROBABLE	PROBABLE	INTENDED USE
(Generic)		UNIT COST	SOURCE	ORIGIN	

(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/DESCRIPTION	QUANTITY	ESTIMATED	PROBABLE	SUPPLIER	NATIONALITY
RATIONALE					
(Generic)		UNIT COST	(Non-US Only)		for
NON-US					

(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED	UNIT COST	PROPOSED
DISPOSITION				

6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide a list of the ten most current U.S. Government and/or privately-funded contracts, grants, cooperative agreements, etc., and the name, address, and telephone number of the Contract/Agreement Officer or other contact person.

7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that -

(a) If the recipient is a U.S. entity, it operates as ☐ a corporation incorporated under the laws of the State of, ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a state or local governmental organization, ☐ a private college or university, ☐ a public college or university, ☐ an international organization, or ☐ a joint venture; or

(b) If the recipient is a non-U.S. entity, it operates as ☐ a corporation organized under the laws of _____ (country), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a governmental organization, ☐ an international organization, or ☐ a joint venture.

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, has the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. 1/ You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier covered Transaction," 2/ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Solicitation No. _____

Application/Proposal No. _____

Date of Application/Proposal _____

Name of Applicant/Subgrantee _____

Typed Name and Title _____

Signature _____

1/ See ADS Chapter 303, 22 CFR 208.

2/ For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the USAID grant standard provision for U.S. nongovernmental organizations entitled "Debarment, Suspension, and Related Matters" (see ADS Chapter 303), or in the USAID grant standard provision for non-U.S. nongovernmental organizations entitled "Debarment, Suspension, and Other Responsibility Matters" (see ADS Chapter 303).

KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

1. I hereby certify that within the last ten years:

a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

b. I am not and have not been an illicit trafficker in any such drug or controlled substance.

c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

FORMATS: Rev. 06/16/97 (ADS 303.6, E303.5.6a) When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.